

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
NETWORK TELEPHONE CORPORATION, INC. AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED MAY 6, 1998**

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 6, 1998 ("Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on May 6, 1998 and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Notwithstanding any provision(s) to the contrary, Network Telephone agrees to provide to BellSouth, and BellSouth agrees to accept, Network Telephone's Subscriber Listing Information (SLI) relating to Network Telephone's customers in the geographic area(s) covered by this Interconnection Agreement. Network Telephone authorizes BellSouth to release all such Network Telephone SLI provided to BellSouth by Network Telephone to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 1.2 No compensation shall be paid to Network Telephone for BellSouth's receipt of Network Telephone SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of Network Telephone SLI, Network Telephone shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Network Telephone under this Agreement. Network Telephone shall indemnify, hold harmless and

defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Network Telephone listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Network Telephone any complaints received by BellSouth relating to the accuracy or quality of Network Telephone listings.

- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
2. All of the other provisions of the Agreement, dated may 6, 1998 shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Network Telephone Corporation**

**BellSouth Telecommunications, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_ Signature on File \_\_\_\_\_

Name: Chuck Emling

Name: Jerry Hendrix

Title: Sr. Vice President

Title: Senior Director

Date: 04/28/00

Date: 05/04/00

**AMENDMENT**  
**to the**  
**Master Interconnection Agreement between**  
**Network Telephone Corporation**  
**BellSouth Telecommunications, Inc.**  
**Dated May 6, 1998**

Pursuant to this Agreement, (the "Amendment"), Network Telephone Corporation ("Network Telephone"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 6, 1998 (the "Agreement").

WHEREAS, BellSouth and Network Telephone entered into an Interconnection Agreement on May 6, 1998, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Page 4 of the Amendment dated January 10, 2000 that revised the Physical Collocation provisions reflected in Attachment 4 to the Agreement is hereby amended to remove the "Interdependency" language reflected at the top of the page. A revised Page 4 is attached as Attachment 1 to this Amendment
2. All of the other provisions of the Agreement, dated May 6, 1998 shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**Network Telephone Corporation**

**BellSouth Telecommunications, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jerry Hendrix

Title: \_\_\_\_\_

Title: Senior Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## BELLSOUTH PHYSICAL COLLOCATION

### 1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Network Telephone is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Network Telephone a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by Network Telephone and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by Network Telephone may contemplate a request for space sufficient to accommodate Network Telephone's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Network Telephone may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in Network Telephone's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.

1.3 Use of Space. Network Telephone shall use the Collocation Space for the purposes of installing, maintaining and operating Network Telephone's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Network Telephone may at its option, place Network Telephone-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Network Telephone may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Network Telephone pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. Network Telephone agrees to pay the rates and charges identified at Exhibit A attached hereto.